

General terms and conditions of business

(GTC)

Bergbahnen Hohsaas AG (BBH)

valid from: 01/07/2017

1. General

The General Terms and Conditions (AGB) apply to all services and products that BBH provides. In addition, certain provisions may apply to special BBH services. For this purpose, the customer will be informed before using the service in question. When using BBH services, the customer acknowledges the validity of these GTC. A written copy of these General Terms and Conditions can be obtained from BBH.

1.1 Contract

The contract with BBH comes into effect with the purchase of one or more company-owned services. From this time forward, the rights and obligations arising from the contract, including these General Terms and Conditions, shall take effect.

1.2 Services

Our services are set out in the service description in the tariff brochure or the electronic media. Special tariffs and special services are only part of the contract if they have been confirmed in writing in a legally binding manner.

1.3 Identity card requirement

The customer must identify himself at the request of the cashier and railway staff.

1.4 Transport

With the sale of a cable railway ticket BBH commits itself to transport the rightful ticket holder or his materials according to these general terms and conditions. This includes the use of all prepared and marked ski runs as well as the hiking and toboggan runs, which are maintained by BBH.

1.5 Validity of ski passes

All subscriptions/tickets are only valid during the day and during the published operating hours. Other provisions apply to events outside of operating hours. Separate tickets must be purchased for the evening events.

Ski passes are issued for a duration lasting from ½ a day to 21 days. The season ticket is valid in summer from 1 June to mid-October and in winter from 1 December to the end of the winter season. The annual ticket is valid for one year (from the date of purchase). 6 days from the date of expiry, an extension of 1 or 2 days is possible. A day sledging pass can also be purchased.

The Destination Pass is valid for all lifts in the Saas Valley.

1.6 Pedestrian tickets

Pedestrians can buy individual trips for each facility.

The tickets for a single trip (uphill or downhill) are valid for 1 day. However, those for the outward and return journey are valid for 10 days.

In winter, pedestrians can also buy the winter hiking pass (valid for 6 days on all BBH lifts without skiing).

1.7 Age groups and categories

Bambini:	from 1 - 5.99	free of charge
Children:	from 6 - 15.99	child tariff
Teenagers:	from 16 - 19.99	youth tariff
Adults:	from 20 years	of age adult tariff

1.8 Groups

A skier group rate applies if at least 20 season tickets (regardless of the group of people) are bought at the same time for the same area of use, for the same duration and from the same day of validity.

Skier groups of 20 persons or more will receive the group rate. One free ticket will be given for every 20 participants.

No tickets will be issued without cash or advance payment. All groups have to hand in a group registration form and a list of BBH participants before purchasing the tickets.

Groups of pedestrians receive the group rate from 10 persons upwards. One person is transported free of charge for every 10 persons. Children and Half-Fare Card season tickets can be counted in full to determine the number of groups.

Family tickets can also be integrated into groups, but the free rides do not count towards the group size.

Travel agencies and bus companies only receive reduced season tickets if they have concluded a contract with the cable railways.

2. Prices and terms of payment

2.1 Prices

The prices for the cable car tickets are published in the tariff brochure (exact description with the current year) and on the Internet. The prices for the cable railway tickets are priced per person and include value added tax. All cable car tickets are bought for the holder and are non-transferable. All multi-day tickets are linear (consecutive days) and cannot be selected individually. This excludes the individual subscriptions (5 in 7 days, 8 in 10 days, 11 in 13 days and the 6 days FlexCard), where the guest decides when to use the ticket within a certain period of time. The unused days are not refunded or carried over to the next season.

In the event of different tariff information in the individual brochures and on electronic media, the provisions in the tariff prospectus and on the Internet at www.hohsaas.ch shall apply.

In addition to the ticket prices, BBH charges a one-off fee of CHF 5.00 (per RFID data carrier, KeyCard). These tickets become the property of the buyer and can be used repeatedly and in part in other snow sports areas.

2.2 Payments

Payment is made immediately upon conclusion of the contract. Cable railway tickets on credit or on account are not generally provided for. Tickets can be paid for in advance and the amount must be paid into the BBH account before the tickets are issued.

If, in exceptional cases, services and products have been issued on account, the customer undertakes to pay the invoiced amount by the due date indicated on the invoice form. Objections to the invoice must be made in writing and justified within 10 days.

If the customer does not meet his payment obligation within the payment period, he shall be in default upon expiry of this period without further reminder and shall pay default interest of 5%. If payment is still not made after a second reminder, BBH is entitled to stop the provision of all services to the customer without further notice. We reserve the right to demand payment on account for services in whole or in part. For foreign invoice addresses, an advance payment is to be made as a guarantee.

2.3 Changes in prices and services

The BBH expressly reserves the right to change service descriptions and price quotations on the Internet as well as in brochures and price lists until the conclusion of the contract.

2.4 Currencies

Prices in the brochures are always quoted in Swiss francs. The euro conversion rate is calculated according to the current exchange rate.

2.5 Reductions / Discounts

Discounts and reductions are not cumulative.

3. Tickets

3.1 Refund of subscriptions/tickets Saas-Grund

Ski passes for 2 days or more as well as seasonal and annual season tickets are refunded proportionately in the event of illness/accident on presentation of a medical certificate from a doctor in the region from the day following the last day of use.

For refunds we charge a processing fee of CHF 7.00

The partner, who also has to cancel their holiday, receives a voucher for the next holiday.

If several lifts are taken out of operation due to bad weather, danger of avalanches, operational interruptions and breakdowns, season ticket holders have no right to reimbursement.

The following exception rule applies if all facilities are closed:

If all facilities in the BBH area are closed on 2 or more consecutive days, the guest will be given vouchers from the Hohsaas area for the next winter starting with the 2-day ticket (consecutive).

3.2 Refund of destination ski passes / WinterCard

Purchased and/or already used tickets of all kinds cannot be subsequently exchanged for other tickets. In addition, there is no right to a refund in the event of closure of individual or all facilities, or in the event of illness or accident of the ticket holder.

However, it is possible to take out an appropriate insurance policy which grants full reimbursement in the following cases:

- No more than 5 facilities are open in the area for which the valid ski pass applies due to unfavourable weather conditions (storm wind, danger of avalanches, snow-drifts)
- In case of accident, illness or death of the insured person
- In the event of an accident, illness or death of a close relative of the insured person or of persons with close family ties.

BBH therefore strongly recommends the PassProtect ski pass insurance (www.skicare.ch). This can be taken out at any BBH cash desk and covers the following services:

Prämien

	Tagesprämie	Prämie für das Jahresabonnement
SkiCare	CHF 5.-	CHF 98.-
PassProtect	CHF 3.-	CHF 63.-

Skipassversicherung Deckungen

Deckungen	SkiCare (Assistance)	PassProtect
Pistenrettungsdienst	✓	
Ambulanz-Transportkosten	✓	
Helikopter-Transportkosten	✓	
Notfallbedingte Heilungskosten	✓	
Ersatzlenker	✓	
Rückerstattung des Skipasses	✓	✓
Rückerstattung der Skilektionen	✓	✓
Rückerstattung der Skimiete	✓	✓
Deckung für Begleitpersonen	✓	
Medizinische Rückführung	✓	
Rechtsbeistand	✓	

3.3 Ticket loss

Should someone lose a multi-day ticket (2 days or more), it will be replaced upon presentation of the purchase receipt (blocking number receipt). In such event CHF 5.00 will be charged for the new data carrier.

3.4 Ticket revocation / abuse

In accordance with the regulations and guidelines for the tariff structure and application of the Swiss Association of Cableway Companies (paragraph 60.4), a ticket may be withdrawn if the holder obviously endangers third parties by means of his behaviour.

In the event of defrauding (not using one's own season ticket/ticket) and misconduct on the piste and at the lifts, a fine of CHF 500 will be charged. The season ticket will be withdrawn.

In case of recurrence, criminal charges will be filed. Civil or criminal law measures are reserved.

3.5 Misconduct on the part of the ticket purchaser

If the ticket purchaser violates the present regulations, disregards instructions of the railway staff or behaves recklessly, BBH can exclude him from the use of the railway facilities and ski slopes and confiscate the ticket without compensation.

Anyone who endangers the safety and order in the ski area as a result of drunkenness or drug abuse can be temporarily or permanently excluded from the use of the railway facilities and ski slopes.

Anyone who damages or contaminates BBH's facilities and equipment must pay the full costs of repair and cleaning. In case of intentional damage, a criminal complaint is reserved.

Furthermore, persons may be excluded from transport for taking part in a sport if they endanger third parties immediately before the intended transport and there is reason to believe that they will continue to endanger third parties. In case of recurrence or in serious cases the ticket or ski pass can be withdrawn.

A risk to third parties exists in particular if the person concerned:

- has behaved recklessly,
- has used an avalanche-prone slope,
- Has disregarded instruction and prohibition signs which are provided for safety purposes,
- has disregarded the safety orders of the supervisory and rescue services.

4. Failure to provide the services

If BBH is temporarily unable to fulfil its obligations arising from the transport contract due to circumstances which BBH is not able to avert, the buyer of a cable car ticket has no claims against BBH. This applies in particular in the following cases:

- Cessation of operations and closure of the slopes due to force majeure such as wind and weather influences, danger of avalanche strikes or official orders;
- Overloading of the transport systems;
- Breakdowns, e.g. due to technical defects or power failures.

5. Accident

If a ticket purchaser suffers an accident while using the railway facilities or in the BBH ski area, he can call on the BBH rescue service. Use of the BBH rescue service is charged as follows:

	CHF
Transportation with rescue sled:	300.00
Transport with snow bike:	200.00
Outpatient treatment in SOS:	50.00
Transport to the doctor:	50.00
Additional patrolman needed:	100.00
Use of 2 hours or more per patrolman:	350.00
Use of snow groomer per hour (without personnel):	300.00

Off the marked slopes = at cost

Other third party costs (e.g. REGA, outpatient clinic, doctor's visits) are to be reimbursed directly by the customer. It is up to the customer to assert any claims for reimbursement against his insurance company.

6. Complaints / Liability

Any complaints by ticket purchasers concerning the provision of services by BBH must be addressed immediately to BBH or its employees. Failure to notify BBH immediately will result in the ticket purchaser losing any claims against BBH.

BBH is liable for personal injury and property damage caused by it or its employees in accordance with the following provisions. The relevant provisions of the Swiss Code of Obligations apply in a subsidiary manner. Liability is limited, as far as legally permissible, to grossly negligent and intentional behaviour.

A liability of BBH for material damage and personal injury is excluded in particular in case of accidents as a result of:

- Failure to follow instructions, i.e. disregarding markings and information boards, leaving the secured and controlled slopes;
- Disregarding instructions and warnings given by the railway staff or the piste and rescue service;
- Ignoring warnings of avalanche hazards;
- Negligent or deliberate behaviour on facilities and ski slopes;
- Taking part in risk sports such as freeriding, downhill biking, paragliding etc.;
- Insufficient preparation of the slopes.

The liability of BBH is otherwise based mainly on the guidelines of the obligation to ensure safety on snow sports slopes. There is no liability for accidents outside of the secured and marked ski slopes, unless BBH could be accused of a grossly negligent or intentional violation of the obligation to maintain safety on the slopes. Furthermore, any liability for accidents on hiking and sledging trails is excluded.

BBH is liable for personal injury or property damage resulting from non-fulfilment of the contract within the framework of these GTC and the relevant Swiss laws.

Any liability for theft in the ski area or for damage to property by third parties is excluded.

7. Customer data

BBH undertakes to observe the applicable data protection legislation in the handling and processing of all customer data and customer usage data.

Customer data is only used to maintain and improve customer relations, quality and service standards, to maximise operational safety or in the interest of sales promotion, product design, crime prevention, key economic data and statistics and invoicing.

The customer hereby acknowledges and agrees that in cases of joint provision of services in cooperation with third parties BBH is entitled to make customer data available to the third parties concerned to the extent necessary in the interest of providing the services.

In all other respects, the passing on of customer data to third parties is only permitted with the express consent of the customer. An exception only applies if BBH is legally obliged to pass on personal data to third parties.

8. Final provisions

Notifications by email shall be deemed to have been made in writing.
The contract between the customer and BBH is exclusively subject to Swiss law.
The place of jurisdiction for any disputes arising from this contract is Visp.